**SECURITYSCORECARD RESELLER AGREEMENT**

This SecurityScorecard Reseller Agreement (“Agreement”) is made as of August 19th, 2015 (“Effective Date”) by and between SecurityScorecard, Inc. (“SecurityScorecard”), with offices located at 214 West 29th Street; 5th Floor; New York, NY 10001; and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Reseller”),with offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECITALS**

WHEREAS, Reseller resells hardware, software, support, services and other products; and

WHEREAS, SecurityScorecard desires to authorize Reseller to resell and distribute SecurityScorecard’s Products (defined below) described on **Exhibit A**, subject to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AUTHORIZATION**.

1.1 SecurityScorecard hereby grants to Reseller a non-exclusive right and license to promote, market and sell the Products (defined below) in the Territory (defined below) in accordance with the terms and conditions of this Agreement. “Territory” shall mean the geographic territory set forth on **Exhibit A**. “Product” or “Products” shall mean the SaaS services and/or other products set forth on **Exhibit A**. Any training, certification, and other reseller program requirements are set forth on **Exhibit A**. The relationship between SecurityScorecard and Reseller is not exclusive, and nothing in this Agreement shall prohibit either party from purchasing, selling or licensing any products from or to any third party or otherwise providing services to or doing business with any third party. Attached as **Exhibit B** is a letter signed by SecurityScorecard notifying third parties that Reseller is an authorized reseller of the Products. Reseller may provide this letter to third parties for any reason, including without limitation in connection with request for proposal responses, and such letter will not be deemed Confidential Information (defined below) of either party.

**2. PRICES, PAYMENT, AND ORDERING**.

2.1 Prices. Reseller shall receive the discounts on the Products as set forth on **Exhibit A**. The discounts shall be applied to the list prices of the Products. SecurityScorecard reserves the right to change the list price of any Product at any time by providing thirty (30) days prior written notice to Reseller. SecurityScorecard may quote a different price and/or discount applicable to a specific transaction by providing Reseller with a written quote that sets forth such price and/or discount. Reseller shall have the right, in its sole discretion, to determine the prices for Products sold by Reseller to its end users.

2.2 Payment. Reseller shall pay for all orders Reseller issues to SecurityScorecard (“Purchase Orders”) in U.S. currency by credit card, check or wire transfer net forty five (45) days after receipt of SecurityScorecard’s accurate, complete invoice. SecurityScorecard will send Reseller the invoice upon shipment or delivery of the Products. Reseller shall be responsible for all collection efforts related to payments from Reseller’s end users to Reseller and shall pay SecurityScorecard regardless of whether Reseller’s end users pay Reseller. SecurityScorecard reserves the right to refuse, cancel, withhold or delay shipment of an order in the event Reseller fails to make timely payment in accordance with this Agreement. SecurityScorecard will provide Reseller a Form W-9 upon mutual execution of this Agreement.

2.3 Order Procedure. All Purchase Orders may be mailed to the address stated above or sent in accordance with SecurityScorecard’s instructions. Reseller may also purchase any of the Products through an authorized SecurityScorecard distributor. A Purchase Order is binding on SecurityScorecard when SecurityScorecard accepts such Purchase Order in writing or via e-mail or otherwise fulfills the order set forth on such Purchase Order.

2.4 Product Change & Obsolescence. SecurityScorecard reserves the right to change its offering of Products, and to update, change or discontinue any Product, at any time; provided, however, that SecurityScorecard shall abide by any SecurityScorecard warranty terms and End User Agreements (defined below) with respect to any Products previously sold, and that SecurityScorecard shall provide Reseller with at least thirty (30) days prior written notice of such update, change or discontinuation.

2.5 End User Agreement. All applicable end user agreements, licenses, warranties and documentation (collectively, “End User Agreements”) shall be directly between SecurityScorecard and the end user, and Reseller shall have no responsibility in connection therewith. Nothing in this Agreement shall limit any End User Agreements separately provided by SecurityScorecard to end users.

2.6 Reseller Affiliates. Reseller’s affiliates, including without limitation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, may purchase the Products from SecurityScorecard under this Agreement, and any such transaction shall be consummated through such applicable Reseller affiliate. The applicable Reseller affiliate shall be deemed, for purposes of such transaction, a party to this Agreement and shall accept the terms of this Agreement in written form acceptable to SecurityScorecard. Each \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ affiliate may market and promote the Products in accordance with this Agreement.

2.7 Audits. SecurityScorecard shall have the right, at its own expense, to cause a third party independent auditor to audit the records of Reseller related to Reseller’s payment obligations hereunder and to ensure compliance with the terms of this Agreement, upon reasonable written notice (but not less than ten (10) business days prior written notice), but not more than once per calendar year. Reseller will grant the independent third party auditor appointed by SecurityScorecard reasonable access to its personnel, records and facilities for such purpose, and SecurityScorecard and such auditor will comply with the reasonable security procedures established by Reseller. All such audits shall be conducted during normal business hours. All such records shall be treated as Confidential Information (as defined below) of Reseller. Any shortfall in payments owed hereunder uncovered by such audit shall be paid by Reseller to SecurityScorecard upon demand. In addition, if any such audit reveals an underpayment of payments owed by Reseller of five percent (5%) or more for any audit period, and such underpayment was caused by Reseller’s acts or omissions, then Reseller shall promptly reimburse SecurityScorecard for the costs of the audit.

**3. RESELLER’S RESPONSIBILITIES**.

3.1 Marketing. Reseller shall use commercially reasonable efforts to promote the sale and distribution of the Products. SecurityScorecard will provide Reseller with SecurityScorecard’s standard reseller advertising, marketing and sales materials at no charge. Reseller will obtain SecurityScorecard’s permission if Reseller creates any Product-specific marketing materials.

3.2 Technical Support and Maintenance. Reseller will not provide technical support and maintenance for the Products to its end users. All support and maintenance for the Products shall be provided directly by SecurityScorecard to the end users, and Reseller shall have no responsibility related thereto. SecurityScorecard will provide to Reseller technical support documentation and telephone support when required.

3.3 Reseller Conduct. Reseller agrees: (a) not to falsely disparage the Products or engage in any unethical practices that are detrimental to SecurityScorecard or the Products; and (b) to make no false representations about SecurityScorecard or the Products. Reseller shall have no obligation to maintain an inventory of Products.

3.4 Compliance with Laws; Export Regulations. Reseller shall comply with all applicable laws and regulations in performing its obligations under this Agreement. Without limiting the generality of the foregoing, Reseller may only export or re-export the Products in accordance with applicable laws and regulations.

3.5 Acceptance of Vendor’s Terms and Conditions. Reseller agrees that all Purchase Orders under this Agreement for SecurityScorecard Products will be subject to the SecurityScorecard’s terms and conditions located at <https://securityscorecard.com/eula-end-user/>.

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**4. LIMITED WARRANTIES AND LIMITATION ON DAMAGES**.

4.1 SecurityScorecard Limited Warranty. SecurityScorecard’s standard warranties apply to the sale and use of the Products. SecurityScorecard warrants that it shall abide by the terms of its End User Agreements. If SecurityScorecard does not have a standard warranty, SecurityScorecard warrants to Reseller and to Reseller’s end users that the Products shall be free from defects and comply with the applicable End User Agreements for one (1) year from the date of Reseller’s or Reseller’s end users’ receipt of the Products (“Warranty Period”). In the event a Product fails to meet this warranty, SecurityScorecard shall replace the defective Product at no cost to Reseller or the end user. SecurityScorecard shall pay all shipping charges incurred by Reseller and end user in returning defective Products and all costs of shipping replacement Products to Reseller or end users. Reseller shall not be responsible for any warranty obligations to end user. SecurityScorecard shall not be responsible for any modification or expansion of SecurityScorecard’s warranty obligations by Reseller unless approved by SecurityScorecard in writing.

4.2 Limitation of Liability. Except in connection with each party’s obligations as provided in Sections 5, 8, and 9, each party and its affiliates shall not be liable to the other party for any indirect, incidental, consequential or special damages (including lost profits) sustained or incurred in connection with this Agreement or the resale of the Products, regardless of the form of action and whether such damages are foreseeable or known in advance to be possible. Except in connection with each party’s obligations as provided in Sections 5, 8, and 9, each party’s and its affiliates’ liability to the other party shall not exceed the amounts paid to SecurityScorecard by Reseller under this Agreement during the twelve (12) month period immediately preceding the date a party notifies the other of the claim. This limitation applies to all causes of action, including without limitation any action for breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

4.3 No Guarantee. Each party offers no commitments or guarantees of any minimum volume of purchases or of revenues, product sales or otherwise. Any sales or revenue projections or commitments made by either party at any time are non-binding estimates only.

4.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

**5. INDEMNIFICATION**. SecurityScorecard will indemnify, protect, defend and hold harmless Reseller and its affiliates from and against any and all costs, liabilities, claims, damages, lawsuits, actions and expenses (including without limitation attorneys’ fees) (“Claims”) incurred by Reseller and/or its affiliates in connection with any claim that the Products infringe upon or otherwise violate a patent, copyright, trademark, trade secret or other intellectual property right of a third party. Reseller shall give SecurityScorecard prompt notice and the right to control the defense of such claims, and Reseller shall reasonably cooperate with SecurityScorecard at no cost to Reseller in the defense or settlement of such claims. Notwithstanding the foregoing, SecurityScorecard shall not be required to defend, indemnify or hold harmless Reseller or its affiliates to the extent the underlying allegations are based on or result from (a) any unauthorized modifications of the SecurityScorecard Products by Reseller or an end user that are the primary cause of the alleged infringement, (b) unauthorized combinations of SecurityScorecard Products by Reseller or an end user with other software, systems or materials where such other items are the primary cause of the alleged infringement. In the event that it is finally determined by a court of competent jurisdiction (or in a final settlement agreement consented to by SecurityScorecard and Reseller), or SecurityScorecard believes in good faith that it is reasonably likely, that the Products infringe or violate a patent, copyright, trademark, trade secret or other intellectual property right, SecurityScorecard may, in addition to SecurityScorecard’s indemnification and defense obligations above, at its option: (i) replace the infringing Products with a substantially similar non-infringing product; (ii) modify the Products so that they become non-infringing; (iii) obtain a license for Reseller to use the allegedly infringing Products; or (iv) provide a pro-rata refund the unused portion of the purchase price of the Products to Reseller. SecurityScorecard represents and warrants that it is the sole and exclusive owner of all intellectual property rights in the Products or has a valid license to such intellectual property rights in the Products and has the right to enter into this Agreement. Reseller shall indemnify and hold harmless SecurityScorecard and its affiliates on a reciprocal basis from and against any Claims arising out of any misrepresentation of Reseller.

**6. TERM & TERMINATION**.

6.1 Term. The initial term of this Agreement shall be one (1) year commencing on the Effective Date. The term of this Agreement shall automatically renew for successive periods of one (1) year after expiration of the initial term. Either party may give written notice of termination at least thirty (30) days before the expiration of the then current term, in which event this Agreement shall expire at the end of the then current term.

6.2 Termination For Cause. Each party may immediately terminate this Agreement at any time if the other party: (a) breaches this Agreement and fails to cure the breach within ten (10) days after receiving written notice of such breach; (b) makes, or attempts to make, an assignment for the benefit of its creditors; (c) commences proceedings for relief under any bankruptcy, insolvency or debtor’s relief law; (d) is the subject of a bankruptcy, insolvency or debtor’s relief proceedings, and fails to have such proceeding dismissed within sixty (60) days; or (e) liquidates or dissolves or attempts to liquidate or dissolve.

6.2 Termination For Convenience. Either party may terminate this Agreement for any reason or no reason by notifying the other party in writing thirty (30) days prior to the termination date.

6.3 Effect of Termination. The expiration or termination of this Agreement shall not discharge or relieve either party from any obligation which accrued prior to termination including, without limitation, SecurityScorecard’s obligation to fulfill Purchase Orders and Reseller’s obligation to pay for any issued Purchase Orders, and shall not relieve any breaching party from liability for damages resulting from such breach, and shall not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue effect on or after termination hereof. Any termination rights contained in this section are in addition to, and not in lieu of, any remedies available at law or in equity or otherwise.

**7. INTELLECTUAL PROPERTY**.

7.1 Trademarks. Reseller shall have a non-exclusive, worldwide, royalty-free, license solely during the term hereof to use the SecurityScorecard’s Licensed Trademarks (as defined below) in its advertising and promotional materials. Reseller agrees to use the SecurityScorecard’s Licensed Trademarks only in connection with the promotion of the Products in a form and manner approved by SecurityScorecard. Nothing contained in this Agreement shall give Reseller any right, title or interest in the SecurityScorecard’s Licensed Trademarks (all of which is retained by SecurityScorecard), other than the license described herein, and all use thereof shall inure solely to the benefit of SecurityScorecard. Reseller agrees not to assert or claim any interest in any of SecurityScorecard’s Licensed Trademarks other than the license described herein, and Reseller shall not (and shall not authorize others to) register or attempt to register the SecurityScorecard Licensed Trademarks or any confusingly similar trademark, service mark or other designation of origin in any country. “Licensed Trademarks” shall mean those SecurityScorecard trademarks and trade names identified in Exhibit A. Upon notice to Reseller, SecurityScorecard may condition Reseller’s use of SecurityScorecard’s Licensed Trademarks by requiring Reseller to comply with SecurityScorecard’s trademark or similar guidelines. SecurityScorecard may inspect Reseller’s use of SecurityScorecard’s Licensed Trademarks upon request, and if SecurityScorecard determines that the use is not in accordance with SecurityScorecard’s instructions or trademark guidelines, then Reseller will promptly cease using such materials and revise such use to conform to SecurityScorecard’s instructions.

7.2 Notice of Unauthorized Use. Reseller shall promptly notify SecurityScorecard of any known unauthorized use of any of the Products. Reseller shall reasonably cooperate with SecurityScorecard in the prosecution of any claim against unauthorized users, including providing personnel and documents as reasonably required, all at no cost to Reseller. SecurityScorecard shall be responsible for all costs in connection with such action including, without limitation, reimbursing Reseller at its then current hourly rates, and shall reimburse Reseller for all expenses incurred by Reseller.

7.3 Product Tampering, Reverse Engineering and Unauthorized Uses. Unless authorized by SecurityScorecard in writing or as expressly authorized under applicable law, Reseller shall not: (a) copy or authorize any third party to copy the Products; (b) reverse engineer the Products; or (c) alter the Products or their packaging in any unauthorized way, including without limitation alteration or destruction of any copyright, trademarks, trade names or service marks or other notices affixed to the Products or their packaging.

7.4 Reservation of Rights. Nothing in this Agreement shall be deemed an assignment of, or otherwise restrict a party’s use of, such party’s trademarks and other intellectual property, all of which trademarks and other intellectual party shall continue to be owned by such party.

**8. CONFIDENTIAL INFORMATION**. A party (“Receiving Party”) may, during the course of this Agreement, acquire information or knowledge of the other party (“Disclosing Party”) that such Disclosing Party designates in writing is confidential or that a reasonable person would understand to be confidential (“Confidential Information”). The Receiving Party will, during the term of this Agreement and for three (3) years thereafter, treat the Disclosing Party’s Confidential Information as confidential and will not disclose any such Confidential Information to any third party nor use such Confidential Information other than in connection with this Agreement. “Confidential Information” shall not include information that the Receiving Party can document was independently developed by the Receiving Party, is or becomes publicly available without breach of this Agreement, is known prior to disclosure by the Receiving Party, or is acquired by the Receiving Party from a third party free of disclosure obligations, as well as the Product and End User Agreements. In addition, the Receiving Party may disclose the Disclosing Party’s Confidential Information if required by applicable law, rule or court order, provided that the Receiving Party gives the Disclosing Party prompt notice thereof and cooperates, at the Disclosing Party’s expense, in any attempt to obtain a protective order or other confidential treatment of such disclosure. A violation or breach of this Section will cause severe and irreparable injury to the non-breaching party with no adequate remedy at law. Accordingly, in the event of any actual or threatened violation or breach, the breaching party agrees that the non-breaching party shall be entitled to seek immediate injunctive relief to prevent or stop such violation or breach, as well as other equitable and legal remedies against the breaching party. The obligations set forth in this Section will survive the termination of this Agreement.

**9. NON-SOLICITATION**. Each party agrees that it and its employees will not, either during or for a period of twelve (12) months after termination or expiration of this Agreement, solicit to hire as an employee or contractor any of the other party’s employees. Publication of open positions in media of general circulation (e.g., Internet website job postings) will not constitute solicitation of the other party’s employees, nor will this section prevent a party from hiring any person who contacts such party on his or her own initiative without any direct solicitation from the hiring party. If a party violates the foregoing solicitation prohibition and hires any such solicited employee(s) of the other party prior to expiration of the twelve (12) month period, the hiring party agrees to pay to the other party, within thirty (30) days of the hiring date, an amount equal to one half of the person's annual compensation at the other party at the time of his or her departure.

**10. MISCELLANEOUS**.

10.1 Independent Contractors. SecurityScorecard and Reseller are independent contractors. Nothing in this Agreement shall be construed to make either party a joint venturer, partner, employee or agent of the other. Neither party may bind the other to any agreement or contract.

10.2 Severability. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid portions eliminated. The parties agree to substitute for the invalid provision a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

10.3 Assignment. Reseller and SecurityScorecard may not assign or transfer this Agreement or their rights or duties hereunder, in whole or in part, by operation of law or otherwise, without the other party’s prior written consent. Any assignment or transfer without written consent will be null and void and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

10.4 Waivers. Any delay, omission or failure to exercise any right or remedy under this Agreement shall not constitute a continuing waiver of such right or remedy.

10.5 Attorneys’ Fees. If either party brings legal action to enforce this Agreement, the prevailing party in such action shall be entitled to receive all costs and expenses, including but not limited to attorneys’, accountants’ and other experts’ fees and expenses, incurred by the prevailing party in investigating and prosecuting (or defending) such action, and in any appeal of any judgment thereon.

10.6 Notices. All notices shall be in writing and delivered to the other party to the addresses listed below, in one of the following manners: (a) by first class mail, postage prepaid; (b) by registered or certified mail, return receipt requested; (c) by nationally-recognized overnight courier, mail, or delivery service; or (d) by personal delivery. Mailed notices shall be considered given on the date received. Notice delivered personally shall be considered given at the time of delivery.

10.7 Execution in Counterparts.  This Agreement may be executed by hand or electronically and in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.  Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission, or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart.  Either party may maintain a copy of this Agreement in electronic form.  The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) shall in all respects be considered an original.

SECURITYSCORECARD: SecurityScorecard, Inc. 22 West 19th Street; 9th Floor; New York, NY 10011 attn: Paul Barringer

RESELLER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

10.8 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to conflicts of law principles. The parties exclude in its entirety the application to the Agreement of the United Nations Convention on Contracts for the International Sale of Goods. The parties consent to the exclusive jurisdiction of the state and federal courts located within the State of New York in connection with any disputes, litigation or lawsuits related to this Agreement.

10.9 Exhibit. **Exhibit A** is attached hereto and incorporated herein by reference.

10.10 Entire Agreement. The Agreement is the complete, entire, final and exclusive agreement between the parties related to the subject matter hereof and supersedes all prior agreements between the parties related to the subject matter hereof. The Agreement may not be modified except in a writing executed by the parties.

10.11 Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to war, terrorism, riot or acts of God.

10.12 Survival. Sections 4, 5, 8, 9, 10, and any other sections intended to survive termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

10.13 Publicity. SecurityScorecard may not use Reseller’s name or trademarks in or on any press releases, marketing materials, websites, or other public announcements without Reseller’s prior consent.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF**,** the parties hereto have executed this Agreement by their duly authorized representatives as of the dates indicated below.

**SECURITYSCORECARD, INC.**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RAHI SYSTEMS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

**SecurityScorecard Products; Trademarks; Pricing**

## SecurityScorecard Product(s) & Territory:

## Products: [\_\_\_\_\_\_\_\_\_\_]

## Territory: United States

1. **Reseller Discount and Registered Accounts**:

The following margins are based on the net end user price

|  |  |  |  |
| --- | --- | --- | --- |
| Premier Partner | Deal Registration | Teaming Agreement | Fulfillment |
| (SecurityScorecard) | 20% | 10% | 5% |
| Renewals\* | 15% | 10% | n/a |

\*Renewal fees are subject to annual written confirmation from customer that Reseller is performing to customer’s satisfaction as a partner Reseller.

*1. Registered Account*

A “**Registered Account**” means a potential client registered with SecurityScorecard first introduced by the Reseller and with respect to which Reseller can demonstrate to the reasonable satisfaction of SecurityScorecard that Reseller has met the following criteria within a continuous 90 day period after the Reseller first registers the potential client to SecurityScorecard:

(1) Reseller has personally met with an executive of the potential client who has the authority to authorize the purchase of SecurityScorecard Products.

(2) SecurityScorecard Regional Sales Director (RSD) or Channel Account Manager (CAM) must verify or attend a meeting (either in person or via WebEx) scheduled by the Reseller with a prospective client.

(3)The opportunity will only be registered if Reseller is the first SecurityScorecard reseller or partner that secures a meeting with the prospective client.

(4) The registration period will expire 180 days after the registration date. The SecurityScorecard RSD or CAM may extend the registration period beyond three months if the opportunity has not closed and it is still active, subject to SecurityScorecard approval, not to be unreasonably withheld. Accounts can be registered online at: [\_\_\_\_\_\_\_\_\_\_]

*2. Teaming Agreement*

A “**Teaming Agreement**” is defined as an opportunity where SecurityScorecard has brought the reseller partner into the opportunity based on the reseller bringing significant value to the opportunity, as determined by SecurityScorecard. This could include executive relationships, technical relationships and/or procurement relationships any or all of which will accelerate the sales cycle.

3. Fulfillment  
In the case of fulfillment, where the reseller is only processing an order and has not been involved in the opportunity from a deal registration perspective.

1. **Reporting:**

Upon request, Reseller shall provide to SecurityScorecard the following reports:

|  |  |
| --- | --- |
| **Report Frequency:** | **Description:** |
|  | Non-binding forecast of sales for each SecurityScorecard Product as predicted for the following two quarters. |
|  | Update to the quarterly forecast report for the upcoming six months. |
|  | Report showing for each End User:   * Deployment Status (new deployments that period and total deployments) * Number of licenses (new licenses that period and total licenses) * Support & maintenance status |

In addition, upon request, Reseller shall provide SecurityScorecard a report summarizing all transactions and agreements from the preceding month regarding SecurityScorecard Products.

1. **Training:**

* SecurityScorecard and Reseller will develop a mutually agreed training plan within 90 days. Training will cover sales, product demonstration, solution scoping and sizing, product evaluation processes, reporting, and other related topics.



**22 West 19th Street, 9th floor | New York, New York 10011 | P: 646-661-2612 | F: 212-601-9351**

To Whom It May Concern,

This letter is written to confirm that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with its main offices at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is an authorized reseller of SecurityScorecard products and services. To that end \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may sell, install and configure SecurityScorecard products and services for its customers’ use.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: , 2017

Michael Rogers

Vice President, Channels and Alliances

mrogers@securityscorecard.com

www.securityscorecard.com